

INTERGOVERNMENTAL AGREEMENT RE POLICE DEPARTMENT DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2016 (the "Execution Date"), by and between the **VILLAGE OF ADDISON**, DuPage County, Illinois (herein referred to as "Addison"), and the Member Municipalities.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, for the purposes of this Agreement, the term "Member Municipalities" shall mean the governmental entities identified on the signature page of this agreement; and

WHEREAS, Addison and the Member Municipalities are Illinois units of local government; and

WHEREAS, Addison and the Member Municipalities currently provide police dispatching and other customer service support for their respective departments; and

WHEREAS, Addison and the Member Municipalities have determined that it would be in their best interests for Addison to provide police dispatch services for the Addison Police Department and for the police department of the Member Municipalities through a single dispatch center, namely the Addison Consolidated Dispatch Center (the "Center"), to create financial and operational efficiencies and work collaboratively in the DuPage region;

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Member Municipalities as follows:

1. **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Paragraph 1.
2. **Effective Date.** This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated in accordance with the provisions of this Agreement.
3. **Addison Police Dispatching Services.** Addison through the Addison Police Department located at 3 Friendship Plaza, Addison, Illinois 60101, shall perform the following services in order to provide police dispatch services on a 24-hour basis seven (7) days a week and certain non-emergency customer services for both Addison and the Member Municipalities during non-business hours as set forth below:

- A. Accept and answer all Addison and the Member Municipalities 9-1-1 calls in order to dispatch police units;
- B. Monitor traffic on police radio frequencies;
- C. Have access to all recordings of all such communications;
- D. Relay information received by such means to personnel of the appropriate Member Municipalities by means of voice, radio computer-aided dispatch (CAD) and mobile data communications;
- E. Monitor communications from and between a Member Municipality's respective on-duty personnel and relay messages as necessary;
- F. Accurately input and update calls for service information into the CAD system;
- G. Have access to all key holder information (hereinafter the "Confidentials"), cautions, medical alerts, etc (hereinafter "Special Contacts"). Each Member Municipality shall be responsible for providing Addison with all of the Confidentials and Special Contacts and shall be responsible for providing any and all updated information or new information regarding same to the Center;
- H. Activate and test on a monthly basis the hazardous weather notification system. However, either the Member Municipalities or Addison can cause an activation of the system in an emergency. The Member Municipalities shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system.
- I. Via closed circuit television (hereinafter "CCTV"), monitor the cameras mutually agreed to by the Member Municipalities. In the event a telecommunicator detects any incidents or suspicious activities via CCTV, said telecommunicator shall immediately notify the

Member Municipality's shift supervisor or officer in charge on duty, and shall remotely activate any mutually agree upon doors, as necessary. The Member Municipalities will be responsible for owning and maintaining the camera equipment, garage door equipment and connectivity between the Member Municipality's facilities and the Center. Member Municipalities are responsible for responding to all recording requests for all cameras.

- J. Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS audits or other documents when requested either by the Member Municipality, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Addison Police Department. The DuPage County Emergency Telephone System Board (hereinafter "ETSB") shall continue to be responsible for maintaining all recording equipment.
- K. Addison shall provide personalized customer services to each Member Municipality in accordance with the attached Member Municipality Exhibits, as now existing or hereafter amended.
- L. Operate the Law Enforcement Agency Data System (hereinafter "LEADS") including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Addison LEADS Agency Coordinator shall be responsible for all validations and for audits for all Member Municipalities, and the Member Municipalities shall use their best efforts to cooperate with Addison.

- M. The Member Municipalities agree during the term of this Agreement to continue operating under the mutually agreed upon DEDIRS. Addison will install and maintain all equipment necessary to operate on all existing radio frequencies and designated back-up radio frequencies located within the Center. No Member Municipality shall change its radio frequencies, except (i) by mutual consent of the Member Municipalities and Addison and (ii) subject to the consent of the ETSB. All DEDIRS airtime costs will be the responsibility of each Member Municipality if applicable and are not included in the Annual Service Fee.
- N. In fulfilling the dispatching requirements of this Agreement, Addison shall comply with all State and federal laws, rules, regulations, certifications and accreditation standards. Addison shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS, APCO, ETSB and other relevant emergency services communications guidelines).
- O. Each Member Municipality shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each Member Municipality shall have the right to change records data on said shared computer system pertaining to its community.
- P. Dispatch procedures and priorities shall follow the existing Addison policies which are incorporated into this Agreement by reference. These procedures may be amended from time to time by mutual agreement of the Member Municipalities.

Q. Addison shall disseminate a monthly report to Member Municipalities with key performance information, including previous month call volumes and other formula metrics for the Member Municipalities, staffing structure, technical updates, etc.

4. **Equipment.** Addison shall be responsible for acquiring all equipment necessary to provide the dispatching services. Addison shall own and operate all such equipment, except the Member Municipality's equipment as listed in the attached Member Municipality Exhibits of this Agreement, as now existing or hereafter amended. Addison shall be responsible for maintaining its equipment in a reasonable manner and shall provide appropriate primary back-up equipment in the event of a failure. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Addison; provided, however, to the extent that a future upgrade would necessitate funding to be provided by the Member Municipalities in addition to the Service Fee, the future upgrade will only be implemented with the mutual consent of the Member Municipalities and Addison.

5. **Personnel.** Addison shall retain exclusive authority over the police dispatch services provided under this Agreement, including personnel. Addison shall be solely responsible for employment and training of telecommunicators. Addison shall have sole discretion in determining the number of telecommunicators to be employed at any given time in order to properly provide dispatching services, however, each Member Municipality will provide input into the staffing determination, and their request for alteration, if any, will not be unreasonably ignored or denied. All telecommunicators shall be employees of the Village of Addison.

It is understood that Addison may hire additional telecommunicators as a result of this Agreement. In performing such hiring, Addison agrees to test a Member Municipality's current full-time telecommunicators who apply for employment as an Addison telecommunicator. However, final employment decisions shall be made solely by Addison.

At all times that this Agreement remains in effect, Addison shall maintain an adequate number of dispatch personnel utilizing the information from the Annual Reports (Paragraph 10) and APCO as a guideline. Addison telecommunicators shall utilize Addison's normal standards, procedures and information as necessary for the performance of their duties as telecommunicators.

6. **Advisory Police Liaison Committee.** There is hereby established an Advisory Police Liaison Committee ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the police dispatch services provided by Addison under this Agreement. The Liaison Committee shall consist of representatives from the Member Municipalities and Addison. The Member Municipalities and Addison shall each have one representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Police Chief or his/her designee.

The terms of the Liaison Officers shall begin when the agreement is executed by the respective governing boards and shall not expire until successors are appointed. Any vacancy in the office of Liaison Officer shall be filled by an appointment by the Member Municipality or Addison, as appropriate. Each Liaison Officer shall have one vote on the Liaison Committee.

Any Member Municipality or Addison may appoint an Alternate Liaison Officer who may attend any meeting of the Committee in the absence of the Liaison Officer or if there is a

vacancy in the position of Liaison Officer. A person serving as an Alternate Liaison Officer shall serve until a successor Alternate Liaison Officer is appointed.

The Liaison Committee shall have the following duties and responsibilities with respect to the police dispatch services provided under this Agreement:

- A. To meet not less than monthly or as needed and review the quality of police dispatch services being provided by the Center;
- B. To recommend revised or supplementary procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the police dispatch services being provided; and
- C. To provide a forum to address concerns with respect to the operation of the police dispatch services, and the implementation of this Agreement.

A special meeting of the Liaison Committee may be called by any two Liaison Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among Liaison Officers of Addison and the Member Municipalities on a yearly basis.

7. **Advisory Executive Officer Committee.** There is hereby established an Advisory Executive Officer Committee ("Executive Committee") for the purpose of reviewing the operational, financial and overall effectiveness of police dispatch services provided by Addison under this Agreement. The Executive Committee shall consist of representatives from the Member Municipalities and Addison. The Member Municipalities and Addison shall each have one representative ("Executive Officer") on this Committee. The Executive Officer shall be the City Manager/City Administrator, Village Manager/Village Administrator or his/her designee.

There shall be one Executive Officer for Addison and each Member Municipality. The terms of the first Executive Officers shall begin when the agreement is executed by the respective governing boards and shall serve until their successors are appointed. Any vacancy in the office of Executive Officer shall be filled by appointment by the Member Municipality or Addison as appropriate.

Any Member Municipality or Addison may appoint an Alternate Executive Officer who may attend any meeting of the Advisory Executive Officer Committee in the absence of the Executive Officer or if there is a vacancy in the position of Executive Officer. A person serving as an Alternate Executive Officer shall serve until a successor Alternate Executive Officer is appointed.

The Advisory Executive Officer Committee shall have the following duties and responsibilities with respect to the police dispatch services provided under this Agreement:

- A. To meet not less than twice annually and review the financial reports, the capital program, and other matters which are germane to the financing of the police dispatch services. The Executive Officers shall promptly submit written minutes of the meeting to their respective corporate authorities.
- B. To recommend revised or supplementary procedures, methods of payment, use of funds restricted for Center equipment replacement, service charges, and capital expenditures relating to the provision of police dispatch services by the Center.
- C. To provide a forum to address concerns with respect to the operation and the implementation of this Agreement if not otherwise satisfactorily addressed by the Advisory Police Liaison Committee.

- D. By majority approval of the Executive Officers, to authorize New Members to join under this Agreement for police dispatch services which approval shall not be unreasonably withheld or delayed; provided, however, any New Member applicant must first agree to accept the full text of this Agreement without further amendment (except for the new Member's Exhibit with respect to services, fees, etc.).

A special meeting may be called by any two Executive Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among the Executive Officers of Addison and the Member Municipalities on a yearly basis.

8. **Complaint Resolution.** The Member Municipality's police supervisor shall contact the on-duty Addison Dispatch Supervisor at the Center to discuss an immediate issue or request concerning a telecommunicator or dispatch situation. If the Addison Dispatch Supervisor is not on duty and there is an emergency/exigent need, the Member Municipality's Police Supervisor shall direct his/her request to the on-duty Addison Police Supervisor. The Addison Police Supervisor may authorize contacting the off-duty Addison Dispatch Supervisor.

If there is a citizen, officer, or department complaint on a telecommunicator's performance in responding to a police call for a Member Municipality, the complaint will be directed to the Member Municipality's Deputy Chief, or in the absence of a Deputy Chief, the Police Chief for his/her review and consideration of forwarding the complaint to the Addison Dispatch Supervisor for review or further action. The complaint and the Deputy Chief's or Chief's review will be forwarded to the Addison Dispatch Supervisor in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate Member Municipality's Liaison Officer.

It is expected that the majority of interaction and communications between the police departments will begin at the supervisor level and then proceed up the chain of command and to the Advisory Police Liaison Committee, if necessary.

Complaints or concerns from Addison personnel involving a Member Municipality's employee's actions or performance will be directed to the Addison Dispatch Supervisor and forwarded to the appropriate Member Municipality Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the Member Municipality's Supervisor will be forwarded to the Addison Dispatch Supervisor.

9. **Annual Service Fees.** Dispatch services shall be provided to a Member Municipality by Addison for and in consideration of payment of the Annual Service Fee in the amount set forth in the attached Member Municipality Exhibits, as now existing or hereafter amended. The Annual Service Fee shall be utilized in such manner as may be determined by Addison to be necessary for the efficient provision of police dispatch services, which may include:

- Salaries
- Sick, holiday and vacation pay
- Overtime
- Medical insurance
- Life insurance
- Payroll taxes
- Retirement plan contributions
- Liability insurance

Worker's compensation
Unemployment compensation
Uniforms
Office supplies
Dues and subscriptions
Training and education
Telecommunications
Postage
Office equipment
Computer equipment/amortization
Equipment repair and maintenance
Recruitment costs
Overhead allocation
Equipment Replacement
Information Services
Technology

10. **Annual Reports.** After January 1 of each calendar year, each Member Municipality shall supply Addison with the agency's prior year's number of traffic stops. Addison will prepare an annual report with a summary of each members prior years statistical data for call volume including traffic stops, calls for service (hereinafter "CFS"), and other requested information. The reports with respect to the prior year's call volume shall be utilized by Addison to prepare a proposed budget for the computation of new Annual Service Fees after the initial term of this Agreement.

11. **Timely Payment of Costs.** The Member Municipalities recognize and agree that the timely payment of the Annual Service Fee associated with the police dispatch Center is critical to the provision of police dispatch services under this Agreement.

- A. Each Member Municipality shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year. Late payments shall bear interest at the rate of one percent (1%) per month or the maximum allowed by law, whichever is less.
- B. A Member Municipality may, for good cause, make a payment to Addison under protest. In such event, Addison and the Member Municipality shall engage in good faith discussions to resolve the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the payment under protest has been made. If only a portion of the payment is subject to protest, the discussions during the Protest Resolution Period shall be limited to the particular portion of the payment in dispute. If no agreement is reached at the conclusion of the Protest Resolution Period, either Addison or the Member Municipality may thereafter pursue any available legal remedies, whether in law or in equity, to determine the validity of the Member Municipality's payment under protest claim.
- C. In the event that a Member Municipality fails to either (i) make timely payment of its Annual Service Fee or (ii) make timely payment of its Annual Service Fee under protest, Addison may initiate collection proceedings to recover the payment. If collection proceedings are instituted, the Member Municipality shall also be liable for Addison's reasonable attorneys' fees and costs incurred with respect to collection of the delinquent payments.
- D. All payments shall be made to the Village of Addison which will deposit the payments

received into its General Fund under a separate revenue line item entitled "Police Dispatch Center Fees."

12. **Dispatch Services Disruption or Failure.** If dispatch services are disrupted or fail for any reason, Addison shall notify the Member Municipality of such disruption as soon as practicable and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. Addison also shall notify the Member Municipality as soon as dispatching services are restored. Except as provided in Paragraph 16, the Member Municipality hereby waives and releases any and all claims or causes of action against Addison for costs, fees, claims or expenses incurred by the Member Municipality that arise out of or relate in any way to any such disruption or failure of dispatching services. In coordination with ETSB, the Member Municipalities and Addison commit to use their best efforts to develop a contingency plan for complete loss (including backup) of police dispatching capabilities using alternative temporary means (e.g. portable radios, cellular phones, or other means) within 6 months from the date hereof.

13. **No Obligation to Respond.** Nothing in this Agreement is intended, and shall not be construed, to require Addison to respond to calls or provide law enforcement services for events that occur outside of Addison. Notwithstanding the foregoing, Addison will render assistance in accordance with State statutes and all other mutual aid agreements currently in place. Nothing in this Agreement is intended, and shall not be construed, to require the Member Municipality to respond to calls or provide law enforcement services for events that occur in Addison. Notwithstanding the foregoing, each Member Municipality will render

assistance in accordance with State statutes and all other mutual aid agreements currently in place.

14. **Term.** Subject to early termination under Paragraph 15, the Term of this Agreement shall be from the execution date through the expiration date set forth on the respective Member Municipality Exhibit, as now existing or hereafter amended. After the initial term, the Agreement may be extended for one or more subsequent terms upon mutual agreement of Addison and the Member Municipality.

15. **Termination.** Any Member Municipality may terminate its membership by providing at least three hundred sixty-five (365) days written notice to Addison. Additionally, Addison may terminate the membership of a Member Municipality upon that Member Municipality's failure to make the required payments pursuant to Paragraphs 9 or 11 of this Agreement within sixty (60) days after written notice to the Member Municipality of the overdue amount, and Addison may terminate the membership of a Membership Municipality upon default of this Agreement by the Member Municipality after notice is provided with a time to cure as set forth in Paragraph 24 hereof.

16. **Hold Harmless and Indemnification.** Notwithstanding any other provision of this Agreement, each Member Municipality shall, and agrees to, indemnify Addison and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of police services by that Member Municipality, or the use of, the misuse of, police dispatch information provided pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services (Paragraph 12), Addison shall, and agrees to, indemnify each Member Municipality and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the providing of police dispatching services as set forth in this Agreement.

17. **Independent Contractor.** The Member Municipalities agree that Addison shall be an independent contractor and shall not be an employee, agent or servant of any Member Municipality. Unless approved by the Member Municipalities in writing, the dispatch function shall not be subcontracted by Addison to a third party.

18. **Maintenance of Radio System.** Addison agrees to maintain the base radio system at Addison as it exists at the execution of this Agreement, and to make improvements to said base station system as approved by Addison and the Member Municipalities and/or as required by the rules and regulations of the DuPage ETSB and/or the Federal Communications Commission (FCC).

19. **Notices.** All notices desired or required to be given hereunder shall be given in writing at the address set forth in Exhibit C, as now existing or hereafter amended, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) registered or certified first class mail, postage prepaid, return receipt requested. The Member Municipalities, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand, or request sent pursuant to clause (i) shall be deemed received upon such personal

service. Any notice, demand or request sent pursuant to clause (ii) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (iii) shall be deemed received forty eight (48) hours following deposit in the mail.

20. **New Members.** In the event that a New Member applicant requests that the text of this Agreement be amended, the New Member may only be allowed to join under this Agreement subject to the concurrence of the corporate authorities of Addison and the Member Municipalities. In the event that the New Member applicant accepts the text of this Agreement without modification or amendment, the application for membership shall be subject to the review and approval of the Executive Committee, as set forth in Paragraph 7.D hereof.

A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by other Member Municipalities and Addison in equipment, other capital expenditures, and administrative staff time, etc. The terms of permitting a New Member to participate in police dispatch services under this Agreement shall be set forth in a Member Municipality Exhibit for the New Member, which shall not take effect, however, until approved by the Member Municipalities and Addison.

21. **Entire Agreement.** This Agreement contains the entire agreement of Addison and the Member Municipalities relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Member Municipalities.

22. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit Court of the Eighteenth Judicial Circuit, County of DuPage.

23. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

24. **Default.** In the event of a default by Addison or a Member Municipality of any term, provision or obligation of this Agreement, the non-defaulting municipality shall serve written notice of the default, specifying the nature thereof, to the defaulting municipality. The defaulting municipality shall have thirty (30) days after its receipt of such notice to cure said default, or it shall be in breach of this Agreement.

25. **Definitions.** As used in this Agreement, the following terms shall have the meaning hereinafter ascribed to them.

- A. "Key Holder" shall mean an upper level employee who possesses a key to a business, school, etc. that the police or alarm company will call to unlock the building after an alarm, or for a premise check.
- B. "Special Contacts" shall mean persons with special needs (medical issues, cautions, etc.) that first responders need to be aware of if responding to the residence, or arranging evacuations, etc.
- C. "DEDIRS" is an acronym for Emergency DuPage Interoperable Radio System, also known as the StarCom 21 Radio System, a digital trunked system used in DuPage County.
- D. "LEADS" is an acronym for Law Enforcement Agencies Data System, a database of stolen, missing and/or wanted people and articles commonly used by police.

- E. "ILEAS" is an acronym for the Illinois Law Enforcement Alarm System, an Illinois mutual aid organization aid organization for police.
- F. "APCO" is an acronym for Association of Public-Safety Communications Officials, an organization committed to providing complete public safety communications, expertise, professional development, technical assistance, advocacy and outreach to benefit members and the public.

26. **No Power to Bind.** By entering into this Agreement, neither Addison nor a Member Municipality shall have the right to bind or obligate the other municipality, by contract or otherwise, except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, Addison and the Member Municipality hereto have executed this Agreement on the date herein above written.

VILLAGE OF ADDISON

ATTEST:

Richard Veenstra, Mayor

Lucille Zucchero, Village Clerk

VILLAGE OF BLOOMINGDALE

ATTEST:

Franco Coladipietro, Village President

Jane Michelotti, Village Clerk

VILLAGE OF BENSENVILLE

ATTEST:

Frank Soto, Village President

Ilsa Rivera-Trujillo, Village Clerk

FOREST PRESERVE

Executive Director

ATTEST:

Secretary

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EXHIBIT A - BENSENVILLE

A-1. Bensenville Customer Services

Addison shall provide personalized customer services to Bensenville including answering in person all non-emergency calls during hours when the Member Municipality's offices are closed to the public, including Public Works, utility calls and dispatching, and contact the appropriate Member Municipality of any emergency by phone, alpha numeric paging or other agreed upon methods. This precludes emergency (storm, flood) events. Bensenville shall provide thirty (30) days notice of any change in their evening and weekend office hours. Any change of three (3) or more hours from the original office hours above must be mutually agreed upon. Bensenville's schedule of office hours is as follows: 911 and 7 digit direct calls – 24 hours a day, 7 days a week. Answer non-emergency telephones Monday – Friday 5:00 p.m. – 8:00 a.m. and 24 hours a day on Saturday and Sunday. Answer non-emergency calls on holidays.

A-2. Bensenville Equipment

Bensenville shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for use by its personnel using the system, and any required enhancements shall be at Bensenville's cost.

A-3. Bensenville Services Fee

For the period May 1, 2011 through April 30, 2014, the Annual Service Fee payable by Bensenville shall be \$200,821.00 per annum with payment scheduled according to the provisions of Paragraph 11 hereof.

EXHIBIT B - BLOOMINGDALE

B-1. Bloomingdale Customer Services - As agreed to by Addison and Bloomingdale.

Addison shall provide personalized customer services to Bloomingdale including answering all non-emergency calls, but only during hours when Bloomingdale's offices are closed to the public. Those non-emergency calls may include, but are not limited to calls for public services like snow plowing, street maintenance, isolated flooding, and water & sewer utility problems. Addison will dispatch Bloomingdale crews to answer the calls for public services, and inform Bloomingdale of any major emergency through a contact by phone, alpha numeric paging or other agreed upon methods.

In the case of a major emergency in Bloomingdale, such as a tornado touchdown or intense storm, an area-wide snow or ice emergency, area-wide flooding, or major police activity, non-emergency calls will be accepted and answered by Bloomingdale.

In addition, once a set of standard operating procedures have been agreed to between Addison and Bloomingdale, Addison and Bloomingdale shall insure that its staff complies in every respect with the agreed upon the standard operating procedures based upon the following schedule:

- ◆ all 911 calls and calls requiring a police service will be dispatched by Addison 24 hours a day 7 days a week;
- ◆ Non-emergency office calls will be handled by Bloomingdale;
- ◆ Addison will answer non-emergency office calls if Bloomingdale staffing needs cannot be met due to an emergency or illness as follows: Monday – Friday 1700-

0800 hours, 24 hours a day on Saturday and Sunday and 24 hours a day on holidays.

- ◆ Bloomingdale will provide a thirty (30) day notice of any changes in their capabilities to answer non-emergency office calls which might necessitate Addison taking part or all of the above listed hours.

B-2. Bloomingdale Equipment

Bloomingdale shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for its use, and any required enhancements shall be at Bloomingdale's cost.

B-3. Bloomingdale Service Fees

- (a) Within thirty (30) days after the execution of this Agreement, Bloomingdale shall pay Addison an administrative service fee in the amount of \$10,000.00 for system consideration and integration of police dispatch services for the benefit of Bloomingdale. The policy of the ETSB allows for reimbursement of Addison's administrative services fee from Bloomingdale as a police dispatch consolidation cost.
- (b) Within thirty (30) days after receiving an Addison invoice therefor, Bloomingdale shall pay Addison a reserve contribution fee, to cover the costs of the capital improvements to the Center, including computer hardware and software, in an amount not to exceed \$150,000.00, which is necessary or desirable for the provision of police dispatch services for the benefit of Bloomingdale. The policy of the ETSB

allows for reimbursement of Addison's reserve contribution fee from Bloomingdale as a police dispatch consolidation cost.

- (c) For the period of May 1, 2012 through April 30, 2013, Bloomingdale shall pay a partial Annual Service Fee to Addison in the amount of \$994.09 per day, (\$362,846.00 / 365) beginning on the day that Addison, the Bloomingdale Police Department and the ETSB agree that the Center is accepting, answering and dispatching all Bloomingdale emergency calls. Thereafter, the Annual Service Fee payable by Bloomingdale shall be \$362,846.00 per annum for the period of May 1, 2013 through April 30, 2015 with payment scheduled according to the provisions of Paragraph 11 herein.
- (d) Addison commits to Bloomingdale that the Annual Service Fee or any proration of same as described in Subparagraph B-3(c) above will only be utilized by Addison to defray the cost of providing emergency dispatch services to Bloomingdale, which will include the operational and maintenance cost of the Center, and for no other general budgetary purpose.

EXHIBIT C

If to the Village of Addison:

Village of Addison
1 Friendship Plaza
Addison, Illinois 60101
TX: 630-543-4100
FAX: 630-543-5593

Attn: Village Manager

If to the Village of Bensenville:

Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
TX: 630-766-8200
FAX: 630-594-1105

Attn: Village Manager

If to the Village of Bloomingdale:

Village of Bloomingdale
201 South Bloomingdale Road
Bloomingdale, IL 60108
TX: 630-893-7000
FAX: 630-893-5136

Attn: Village Administrator